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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BUTTE DIVISION

BALANCE POINT DIVORCE
FUNDING, LLC, a Nevada Limited
Liability Company, on behalf of itself
and as the managing member of
BALANCE POINT FUNDING
NUMBER I, LLC, a Delaware Limited
Liability Company

Plaintiff,

v.

LILA MASTERS,

Defendant,
Counterclaimant,
Third-Party Plaintiff,

v.

JOHN DOES 1-5, and
JANE DOES 1-5,

Defendants,

v.

STACEY NAPP,

Third-Party Defendant.

Cause No. CV-12-40-BU-SEH

BALANCE POINT DIVORCE
FUNDING, LLC'S MOTION FOR
SUMMARY JUDGMENT:
CONTRACT ENFORCEABILITY

Plaintiff Balance Point Divorce Funding, LLC (“BP”), on behalf of itself and as the managing member of Balance Point Divorce Funding, LLC, by its counsel and pursuant to Federal Rule of Civil Procedure 56, moves the Court for summary judgment that its funding contract with Defendant Lila Masters (“Masters”) is valid and enforceable and the uncontroverted facts do not establish the following contract avoidance defenses as a matter of law: (1) waiver/laches; (2) contrary to public policy, express provisions of law and good morals; (3) usury; (4) estoppel; (5) contract of adhesion; (6) unconscionability; (7) fraudulent inducement; (8) champerty; and (9) undue influence. Masters’ Ans. Def.’s 2d Amend. Compl. (Dkt. 114 at 16-20) (Affirmative Defenses 1,5,6,7, 10, 11, 12&13, 14, 15).

BP’s motion is supported by the following: (a) Plaintiff’s Statement of Uncontroverted Facts; (b) Plaintiff’s Brief in Support of Motion for Summary Judgment: Contract Enforceability; and (c) the affidavits/exhibits, either previously filed or filed contemporaneously and cited to in the Statement of Uncontroverted Facts.

Counsel for Lila Masters has been contacted and opposes this motion.

DATED this 28th day of June, 2013.

/s/ Charles E. Hansberry
Attorneys for Plaintiff, Balance Point
Divorce Funding, LLC